

original



Bottling Company of Northern New England

and



Education Sponsorship Agreement

January 1, 2009 – December 31, 2018

Coca-Cola Bottling Company of Northern New England
and
Plymouth State University

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Coca-Cola Bottling Company of Northern New England
and
Plymouth State University

EDUCATION SPONSORSHIP AGREEMENT

This Agreement, which takes effect on January 1, 2009 and continues through December 31, 2018, is made between the following parties:

- **THE COCA-COLA BOTTLING COMPANY OF NORTHERN NEW ENGLAND, INC.**, a Delaware corporation (the "Sponsor" or "Bottler") with a legal address of Route 140 Belmont, NH 03220;
- **PLYMOUTH STATE UNIVERSITY**, a not-for-profit educational institution organized under the laws of the State of New Hampshire ("University") with a legal address of 17 High Street, Plymouth NH 03264.

All defined terms are set forth in **Exhibit A**.

1. SCOPE

For a term of ten (10) years, beginning January 1, 2009, (the "Term") and ending December 31, 2018, Sponsor will be the exclusive Beverage sponsor of University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights, on the terms and conditions -- and subject to the limitations and exceptions -- described below. Sponsor will have the exclusive right to operate full service Beverage vending on all Campus locations that have food service operated by PSU's contracted food service concessionaire. Sponsor, in consultation with the University, shall determine the Beverages to be sold on Campus.

2. FEES AND OTHER PAYMENTS

2.1 Sponsorship Fees. In exchange for the rights granted under this Agreement, Sponsor agrees to pay University the following "Sponsorship Fees" described below:

Year One [REDACTED] unrestricted lump-sum cash payment

Years One through Ten: [REDACTED] per year in cash or in-kind for unrestricted support of the Coca-Cola Campus Activation Fund

[REDACTED] per year in cash for first 5 years to support the University chapter of the American Marketing Association

Total [REDACTED]

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The initial unrestricted lump-sum Sponsorship Fee will be paid to the University by the Sponsor within twenty-one (21) days of the final execution of this Agreement by all parties. Thereafter, the Sponsor will pay University the annual Sponsorship Fees in annual installments as set forth above by February 1st of each year of the Agreement. University will provide invoices to Sponsor for the annual Sponsorship Fees at least 30 days before payment is due.

- 2.2 **Additional Financial Consideration.** In order to encourage and maximize package goods availability, Sponsor will rebate to the University [REDACTED] per 24-count case on all incremental bottle and energy drink cans cases sold on Campus. For the purposes of this Agreement, incremental shall be defined as 24-count cases sold above the established and agreed-upon “base volume” of 13,400 24-count cases. This will be the base volume for each year of the Agreement (excluding 16.9oz Dasani water provided through the University’s bag lunch program), and all rebates will be calculated from this number. Payment will be made annually on or about February 1st following a contract year ended December 31st.
- 2.3 **Payments Exclusive Consideration.** University agrees that the payments and other consideration described in this Section 2 are the sole consideration due for the rights granted to Sponsor under this Agreement, and no other fees or other consideration will be charged.

3. BEVERAGE PRICING

- 3.1 **Prices to University.** The University will purchase or obtain from Sponsor all of University’s requirements (100%) for Beverages, Approved Cups, and Lids. The prices for the Sponsor Beverages sold through Sponsor’s full service vending machines shall be agreed upon in writing by the University and the Sponsor.
- 3.2 **Prices to Concessionaire.** University acknowledges that it currently employs Sodexo, Inc. (the “Concessionaire”) as a third party to manage or operate food and Beverage operations on Campus. Notwithstanding the fact that Sodexo, Inc. is the University’s current concessionaire, the obligations and requirements of the University relating to the Concessionaire in this Agreement, and the term “Concessionaire”, shall apply to Sodexo, Inc. and any replacement or successor concessionaire during the Term hereof. University agrees that it shall cause Concessionaire, any successor to Concessionaire, or the University itself if University chooses to self-operate the food service on Campus, to purchase from Sponsor, and Sponsor will sell to Concessionaire, all (100%) of Concessionaire’s requirements for Beverages and Approved Cups and Lids on Campus. The prices for the Sponsor Beverages sold through Concessionaire are set forth on **Exhibit B.** Concessionaire shall include the sale of Sponsored Beverages in its food service operations and shall follow the procedures outlined in ¶ 8.2, Management of Operation, of the Sodexo-PSU Management Services Agreement.

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3.2.1 In the event the University terminates its relationship with Sodexo, Inc. and designates another concessionaire as its food service provider during the Term of this Agreement, and the following apply:

- the successor concessionaire has a pre-existing national account agreement with the Coca-Cola system; and
- the successor concessionaire does not agree to waive the terms of the national account agreement with respect to the sales of Sponsor beverages at the facilities;

then the University shall be responsible for either:

- reimbursing Sponsor for any incremental cost of complying with the Concessionaire's national account agreement; or
- Sponsor shall be permitted to reduce the annual sponsorship direct cash support (including any incremental rebates) in the amount equal to the incremental cost of complying with the national account agreement with the successor concessionaire.

3.2.2 In the event the University terminates its relationship with Sodexo, Inc. and its food service becomes self-operated, then the following shall apply:

- Pricing shall revert to the last known pricing extended to Sodexo, Inc. and be subject to annual price increases equal to any increases in the most applicable Consumer Price Index ("CPI"). Sponsor reserves the right to pass along any bona fide, documented cost of goods increases that exceed the designated CPI increase in any given year. The University agrees to not unreasonably withhold its consent to these subsequent price increases.
- Any applicable increases under this section shall be effective on or about January 1 of each year of the Term.

4. EQUIPMENT AND SERVICE

4.1 Equipment

4.1.1 Sponsor will provide to the University during the contract term all the Beverage fountains, coolers and vending machines that it deems reasonably necessary to disperse Sponsor Beverages on the Campus. Sponsor will have the right to place additional machines on Campus at locations mutually agreeable to Sponsor and University. University will have the right to approve new locations, but will not unreasonably withhold its approval. The initial list of equipment to be placed on the Campus is included as Exhibit C. All equipment remains the property of Sponsor during the contract term.

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4.1.2 Sponsor agrees to provide the most modern and energy efficient technology of dispensing equipment to the University. Should new dispensing technology become available during the contract term, Sponsor and University shall negotiate a timetable for installation that meets the needs of all parties. University shall have the right to refuse technology and maintain equipment in place at the time of the launch of the new dispensing technology. New dispensing technology will provide distinct benefit to the University and is not considered new dispensing technology if appearance is the only change or energy savings are minimal.

4.1.3 Existing and future beverage vending machines must accept and interface with readers that work with the Campus debit card “FlexCash” system. The readers are provided by, configured by, and maintained in conjunction with, the IT Manager for PSU Residential Life and Dining. The readers shall remain the property of the University. The readers operate on industry-standard multi-drop bus (MDB) interfaces. The University utilizes Odyssey PCS / Debitvend Software from The CBORD Group, Inc. for the processing and oversight of Flexcash transactions.

4.2 **University's Equipment Obligations.** With respect to the equipment described in this section, University will:

4.2.1 upon the Sponsor’s request, execute UCC financing statements or other documents evidencing proper ownership of the equipment;

4.2.2 refrain from removing equipment from its location on Campus unless University receives written consent of the Sponsor which consent shall not unreasonably be withheld;

4.2.3 refrain from encumbering the equipment or permit any attachment to it, unless authorized to do so by the Sponsor; and

4.2.4 reimburse Sponsor for any loss of or damage to the vending equipment, but only to the extent loss or damage results from University’s failure to provide security appropriate to the equipment’s location.

4.2.5 warrant that electrical service on Campus is proper and adequate for the installation of Sponsor’s equipment and University agrees to indemnify and hold Sponsor harmless from any damages arising out of defective electrical service. University will provide additional electrical service when required for Sponsor’s equipment.

4.3 **Equipment Service.**

4.3.1 University or Concessionaire may use the Sponsor’s service network without charge for regular mechanical repair of all equipment. Parts, labor and travel required for these regular mechanical repair calls will be provided without charge.

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- 4.3.2 Any service necessitated by the damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions or service by unauthorized personnel, nuisance calls (e.g. equipment not plugged in, CO₂ or fountain syrup container empty), or calls that are not the result of mechanical failure (collectively, "Special Service Calls"), are not considered regular service and will be charged the Sponsor's then current labor rate including labor, travel time, parts and administrative costs.
 - 4.3.3 In addition to the regular service calls without charge, Sponsor or its agent will provide free routine maintenance on all Sponsor equipment.
 - 4.3.4 Sponsor shall respond to service calls within 2 hours, 7 days a week for all equipment except vending (see section 4.4).
 - 4.4 **Vending Service.** Concessionaire will be responsible for stocking vending machines, collecting proceeds from vending sales, and paying Sponsor invoices. Sponsor will keep its vending machines in good working order. Repairs will be made during Sponsor's normal business hours with due consideration for University's operational and privacy concerns. Selections for vending will be mutually-agreed upon by Sponsor and Concessionaire.
 - 4.5 **Limitation.** Sponsor will not be liable to University or to Concessionaire for damages of any kind arising out of delays in providing service to equipment on Campus provided that:
 - 4.5.1 Sponsor responds effectively to the service call within 2 hours as detailed in the CCNNE Response to PSU Request for Proposals ("RFP") #6081-0001 or
 - 4.5.2 Sponsor has notified Concessionaire contact in a timely manner of the expected time or date of repair and that is acceptable to Concessionaire.
- ### 5. **BEVERAGE RIGHTS**
- University grants Sponsor the following Beverage availability rights and Beverage merchandising rights:
- 5.1 **Beverage Availability.** Except as provided by 5.3, only Sponsor Beverages can be sold, dispensed, or served on Campus. All Sponsor Beverages sold, dispensed, or served on Campus must be bought from or provided by Sponsor. University will make Sponsor Beverages available for sale on Campus in all package forms, through fountain dispensing, hawking, vending or any other means agreed upon by Sponsor and University. University, Sponsor and Concessionaire, will collectively use their reasonable, good faith efforts to maximize the sale and distribution of Sponsor Beverages on Campus.

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5.2 Beverage Merchandising. Sponsor has the right to merchandise Sponsor Beverages on Campus, including the following specific rights:

5.2.1 Point-of-Sale Advertising. Materials promoting Sponsor Beverages at the point of sale must be clearly visible to the purchasing public and must be displayed in a manner and location acceptable to Sponsor and University.

5.2.2 Concession and Menuboard Advertising. Trademarks of Sponsor Beverages must be prominently listed on the menuboards of all food and refreshment outlets as mutually agreed upon and consistent with Campus policy.

5.2.3 Approved Cups; Beverage Hawking. All Sponsor Beverages served, sold, or dispensed on Campus must be done so in Approved Cups (except as provided in 5.3 below), in Bottler's packaging or in promotional containers designed or approved in writing by Sponsor. Sponsor Beverages must be hawked in the stands during all sporting events and during all other events at which items of any sort are hawked in the stands.

5.2.4 Athletic Sideline Presence. University will use cups, coolers and equipment featuring POWERADE® brand trademarks -- or if requested by Sponsor, trademarks for any other Company Beverage --- or other Sponsor-approved cups, coolers and equipment - on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus.

5.2.5 Alternative Distribution. University will sell Beverages using Sponsor or Coca-Cola® trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided free of charge by Sponsor.

5.3 Permitted Exception for Other Beverages. University may serve, sell or dispense the following Competitive Products on Campus:

5.3.1 University may serve, sell or dispense hot coffee, hot tea -- fresh brewed on the premises, or non-shelf stable carton milk - even if those Beverages are not Sponsor Beverages.

5.3.2 University may serve bottled water for non-retail purposes (e.g. "Good To Go"™ bag lunch program and catering functions) purchased from another provider as agreed upon by the University and Sponsor, provided Sponsor has first opportunity to provide such water at price and quality acceptable to University.

5.3.3 University may display trademarks for the Competitive Products listed above on menuboards, to indicate availability. But those Competitive Products must not otherwise be marketed, advertised, promoted or sampled on Campus or in association with University, the Campus or the University Marks.

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6. SPONSORSHIP AND TRADEMARK RIGHTS

University grants Sponsor the following sponsorship and trademark rights:

6.1 General Sponsorship Designation. Sponsor may promote the fact that Sponsor is the exclusive beverage sponsor of University and that Sponsor Beverages are available. This promotion may occur in advertising (including television, radio, print and all other media), on packaging (including cups and containers), and at the point of sale of any Sponsor Beverages. For example, Sponsor may refer to itself in any of Sponsor's marketing, advertising or promotional materials as "sponsor" of the University, and refer to any Company Beverage in any of Sponsor's marketing, advertising or promotional materials as the "official" or "exclusive" Beverage of University or the Campus. All promotion shall be consistent with Campus policy and a list of promotions provided regularly to the University. All artwork for promotions including University marks shall be approved by the Plymouth State University Office of Public Relations.

6.2 License to Use University Marks.

6.2.1 Grant of License. Subject to University's approval rights in 7.10, University grants Sponsor a license to use approved University Marks throughout the United States -- on a royalty-free basis -- for the purposes of promoting Sponsor Beverages. The license gives Sponsor the right to use approved University Marks in or on all of Sponsor's advertising, promotional and packaging materials and activities, which include -- for all purposes of this Agreement -- point-of-sale materials; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; broadcast, print, electronic and all other forms of media; and merchandise.

6.2.2 Use With Customers. The license also gives Sponsor the right to use approved University Marks in joint advertising and promotions with Sponsor's customers and to display approved University Marks with its customers' trademarks, logos and branded products in or on all advertising, promotional and packaging materials and activities, so long as they appear with Sponsor's trademarks and neither the Customer nor the University are depicted as sponsors of the other. The University acknowledges that Sponsor's customers operate in all channels of trade, including grocery stores, mass merchandise stores, convenience stores, oil and gas/petroleum stores; drug stores; quick serve restaurants and all other types of restaurants; institutional foodservice operations; video and music stores; movie theatres and indoor entertainment venues; and theme parks and outdoor attractions. Because they are included in the Sponsorship Fees, no separate royalty or license fee will be charged to Sponsor or its customers for using the University Marks in this manner.

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6.2.3 Use on Merchandise. Subject to University's approval rights in 7.10, Sponsor may create merchandise bearing trademarks for Sponsor Beverages together with any of the University Marks. Sponsor will not pay any royalties to University for this merchandise, so long as it is distributed in connection with Sponsor Beverages, free of charge or sold at a subsidized price (taking into account Sponsor's overhead costs associated with the relevant promotion). University agrees that royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans or bottles, can/bottle wraps and all other forms of packaging; vendor fronts; and advertising or promotional materials.

6.2.4 Indemnity. The University will indemnify and hold harmless Sponsor for all losses and expenses (including reasonable attorneys' fees), related to allegations that any University Marks infringe another's intellectual property, as long as the University Marks have been used in the manner provided or approved by University staff or other party separately contracted by the University.

7. PROMOTIONAL AND ADVERTISING RIGHTS

University grants Sponsor the following promotional and advertising rights:

7.1 Promotional Rights. University grants Sponsor the right to promote Sponsor Beverages with respect to University, the Campus and the University Marks. In furtherance of these rights, the frequency, location or extent of the branding of the Company's Beverages shall be mutually agreed to.

7.1.1 General. Subject to University's approval rights in 7.10, Sponsor will engage in promotional activities in order to establish and promote Sponsor's sponsorship association with University, the Campus and the University Marks. These promotional activities may include, for example, offering commemorative bottles or cans or souvenir cups with approved University Marks, for sale at retail outlets on or off-Campus.

7.1.2 Activities with Customers. These promotional activities may be conducted jointly with Sponsor's customers, who may be identified in or on advertising, promotional and packaging materials with their respective trademarks, logos, and branded products, as well as generally identified as participants in the promotion, so long as Sponsor's trademarks are included and the customer is not depicted as a sponsor of University. University agrees that Sponsor's right to conduct Beverage promotions with its customers takes priority -- but only as to Beverages -- over any exclusive advertising, marketing or promotional rights held by other University sponsors in the same trade channel.

7.2 Consumer Surveys. With University's prior written approval as to location, time and content Sponsor may - at Sponsor's expense -- conduct on-Campus consumer surveys relating to Sponsor Beverages and advertising. University will not unreasonably withhold its consent.

7.3 Signage for Products. Sponsor is entitled to have permanent signage on Campus for Sponsor Beverages, as described in Exhibit D.

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- 7.4 **Print Advertising.** University will provide Sponsor with print advertising, as described in Exhibit D.
- 7.5 **Video and Broadcast Advertising.** If video and/or broadcast advertising becomes available, Sponsor shall be given right of first refusal for placement and location of ads.
- 7.6 **Tickets and Hospitality Rights.** University will provide Sponsor with the types and quantities of tickets and other entertainment rights described in Exhibit D.
- 7.7 **Public Address Announcements.** Sponsor is entitled to public address announcements as described in Exhibit D.
- 7.8 **General Cooperation.** University will cooperate with Sponsor's activities designed to promote Sponsor's sponsorship association with University, the Campus and the University Marks.

7.9 University Approval Rights.

7.9.1 Promotions. University has the right to approve in advance the following:

- 7.9.1.1 the concept for any promotional activity with respect to University; and
- 7.9.1.2 any materials that display any University Marks.

But Sponsor has the right to use the Designations (for example, "Official Sponsor of Plymouth State University" without University's prior approval).

7.9.2 Deemed Approval. If University does not respond to a written submission for approval within 10 working days after receiving it, then Sponsor may send notice to University that Sponsor has not received University's response. If University still does not respond within 48 hours of that notice, Sponsor is entitled to treat the submission as approved.

7.9.3 Withholding Approval. University will not unreasonably withhold approval of a submission. Examples of reasonable withholding of approval include:

7.9.3.1 University's determination that University Marks have been used incorrectly in a technical sense (such as improper color, font, style or other trademark nonconformity); or

7.9.3.2 University's reasonable determination that Sponsor's proposed promotional activity or use of University Marks will reflect negatively on University or is not consistent with the University's mission, vision and/or values.

For example: University agrees that it is unreasonable to withhold approval of a submission that includes one of Sponsor's customers or its Marks, solely because that customer is not also a sponsor of University or because that customer operates in a trade channel where University already has an exclusive sponsor.

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8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages. To protect this exclusivity, University makes the covenants listed below. These covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions -- and refrain from certain actions -- to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control. The covenants are as follows, and each is subject to any exception expressly permitted by 5.3 above:

- 8.1 No Competitive Products on Campus.** University shall ensure that no Competitive Products are sold, dispensed, served, or sampled anywhere on Campus. But this provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus nor to the Competitive Products identified in Section 5.3, above.
- 8.2 No Competing Trademark Visibility.** University shall not grant any form of trademark visibility or promotional or advertising rights to Competitive Products. University will take all steps necessary to stop third parties from associating competitive products with the University and insure that there is no association or appearance of an association between University, the Campus, or the University Marks and Competitive Products.
- 8.3 No Promotion or Advertising of Competitive Products.** University will make every effort to eliminate permanent or temporary advertising, signage, or trademark visibility for Competitive Products displayed on Campus.
- 8.4 No Third-Party Beverage Promotions.** University must not grant any third party the right to conduct promotions involving Beverages or Beverage containers, including promotions that relate primarily to non-Beverage items but involve a Beverage -- on a branded or unbranded basis -- as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion.
- 8.5 Steps to Stop Ambush Marketing.** If any third party tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks -- or tries to suggest, by implication or otherwise, that Competitive Products are so associated -- University will take reasonable steps to stop this "ambush marketing" and protect Sponsor's exclusive association. These steps may include the following, as circumstances warrant:
 - 8.5.1** complaining in writing to the violating party (e.g. via a cease and desist letter) and/or to local media outlets; and

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8.5.2 cooperating with Sponsor in instituting legal action, where appropriate, including suits for temporary and permanent injunctive relief, the costs of any such actions to be born solely by Sponsor.

Any party learning of ambush marketing will promptly notify the other party of this activity.

9. REPRESENTATIONS, WARRANTIES, AND COVENANTS

9.1 By University. University represents, warrants, and covenants to Sponsor the following:

9.1.1 Authority. It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.

9.1.2 Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

9.1.3 Right to License Marks. It has the exclusive right to license the University Marks.

9.1.4 Non-Profit Status. It is a non-profit institution and Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party which sells or distributes Beverages with the exception of the Concessionaire retained by it to manage or operate a beverage service on Campus.

9.1.5 No Conflicting Agreements.

9.1.5.1 It has not entered into -- and during this Agreement's term will not enter into - either of the following:

9.1.5.1.1 any agreement that would prevent it from complying with this Agreement; or

9.1.5.1.2 any agreement granting rights that are in conflict with the rights granted to Sponsor under this Agreement.

9.1.5.2 It will require third parties (possible examples include concessionaires, third-party food-service operators, vending companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

9.2 By Sponsor. The Sponsor represents, warrants, and covenants to University the following:

9.2.1 Authority. It has the full power and authority to enter into this Agreement.

9.2.2 Binding Obligation. It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.

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9.2.3 No Conflicting Agreements. It has not entered into -- and during this Agreement's term will not enter into -- any other agreement that would prevent it from complying with this Agreement.

10. TERMINATION AND REMEDIES

This Agreement takes effect on January 1, 2009 and continues through December 31, 2018, but may be terminated earlier under the following circumstances:

10.1 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occur:

10.1.1 Sponsor's Failure to Pay Obligations When Due. University may terminate if Sponsor fails to make any payment to University under this Agreement, and if this default continues for 45 days after Sponsor receives written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.

10.1.2 If Sponsor Breaches. University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

10.1.3 If Sponsor Becomes Insolvent or Bankrupt. University may terminate on 45 days written notice if Sponsor does any of the following:

10.1.3.1 becomes unable to pay its liabilities when due;

10.1.3.2 makes an assignment for the benefit of creditors;

10.1.3.3 files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;

10.1.3.4 has a receiver appointed for any portion of its business or property; or

10.1.3.5 has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

10.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occur:

10.2.1 University or Concessionaire Failure to Pay Obligations. Sponsor may terminate if University or Concessionaire fail to make any payment to the Sponsor for products or services supplied under this Agreement, and if this default continues for 15 days after Sponsor receives written notice of the default. But the Sponsor may not terminate if the payment failure is due to the Sponsor's failure to perform, any loss of University's rights, or a bona fide dispute of requested payment.

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10.2.2 If University Breaches. Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.

10.2.3 If University Becomes Insolvent or Bankrupt. Sponsor may terminate if University does any of the following:

10.2.3.1 becomes unable to pay its liabilities when due;

10.2.3.2 makes an assignment for the benefit of creditors;

10.2.3.3 files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;

10.2.3.4 has a receiver appointed for any portion of its business or property; or

10.2.3.5 has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.

10.2.4 If University Loses Authority. Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.

10.2.5 If Campus Closes. Sponsor may terminate if a portion of the Campus is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than 120 consecutive days, and during that period, sales of Sponsor Beverages on Campus decrease by more than 25%, as compared to sales during the same period occurring 12 months earlier.

10.2.6 Written Notice Required. Sponsor must give 45 days written notice to University when exercising any of its termination rights under 10.2(B) through (D).

10.3 Repayment of Sponsorship Fees.

10.3.1 Prorated Refund. If this Agreement is terminated for any reason, University will refund to Sponsor any of the Sponsorship Fee paid in a lump sum pursuant to Section 2.1 in Year 1 of the Term that is allocable to any period after the date of termination, or, if beginning earlier, after the date of University's default, calculated by multiplying the said payment (\$ [REDACTED]) by a fraction having as a numerator the number of months remaining in the Term after the date of such termination, and a denominator of 120.

10.3.2 Allocation of Fees. The Sponsorship Fees for each year (or fraction of a year included in the term) will be allocated on an equal daily basis throughout the year (or fraction of the year), without regard to the date of termination or breach.

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- 10.4 **Sponsor's Additional Remedies.** In addition to Sponsor's other available remedies, Sponsor may seek a reduction of the Sponsorship Fees if:
- 10.4.1 **If Rights are Limited.** Any of Sponsor's rights are materially restricted or limited, such as by the breach of Sponsor's exclusivity or by ambush marketing (see Section 8.5);
- 10.4.2 **If Teams Fail to Play.** Any of University's Teams at which Sponsor's beverages are provided does not play all its scheduled home games on Campus for a period of 30 days or more, whether or not the failure to play is due to a cause beyond University's control (such as a strike or other work stoppage).
- 10.4.3 **If Sales Goal Not Reached.** At the expiration of the Term, total case sales for the Term do not exceed 160,000 (not including any Dasani volume used for non-retail purposes such as the current "Good To Go" bag lunch program and catering functions). In such event, the University shall refund Sponsor an amount of the initial Sponsorship payment (\$ [REDACTED]) made upon the execution hereof calculated by multiplying the said payment by a fraction having as a numerator 160,000 minus the total case sales for the Term, and the denominator of which shall be 160,000.
- 10.5 **Fee Reduction.** If the circumstances described in 10.4.1 or 10.4.2 occur, then University and Sponsor will negotiate in good faith for an appropriate reduction of the remaining Sponsorship Fees payable under this Agreement based on a reasonable estimation of case sales lost, or anticipated to be lost, as a result of the said occurrence (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). This reduction must fairly reflect the decrease in the value of Sponsor's rights. If University and Sponsor have not agreed on the amount of this reduction within 30 days of notice by Sponsor, then Sponsor may immediately terminate the Agreement on written notice to University and receive a refund of the initial Sponsorship Fee at that date, and any prepaid annual Sponsorship Fee for the year in which the termination occurs, each calculated in accordance with Section 10.3.1 or 10.3.2 as applicable.
- 10.6 **Automatic Extension.** If a portion of the Campus is closed -- other than in connection with regularly scheduled breaks, and for any reason, even if beyond the reasonable control of University -- for a period of more than 30 but not more than 90 consecutive days, and during that period, sales of Sponsor Beverages on Campus decrease by more than 20%, as compared to sales during the same period occurring 12 months earlier, Sponsor will have the right, at its option, to extend the term of the Agreement for a corresponding period.
11. **CONFIDENTIALITY**
- 11.1 **Sponsorship Agreement.** Except as otherwise required by applicable law or court order, University and its agents, employees and representatives will not disclose in any way any terms of this Agreement. This obligation remains in effect for 3 years after the termination of this Agreement. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available.

CCNNE and PSU Education Sponsorship Agreement

11.1 CONFIDENTIALITY of Sponsorship Agreement (continued)

The parties acknowledge that University and its records are subject to the New Hampshire Right-to-Know Law and agree that the rights and obligations set forth in this section are limited by University's obligations to comply with said law.

- 11.2 Other Confidential Information**. Confidential information includes any business, marketing, promotional, or technical information provided by one party to another. If information is designated by the offering party as confidential, the information will remain the confidential proprietary information of that party. It will not be disclosed, unless otherwise required by applicable law. If a party determines that disclosure of another party's confidential information appears to be required by law, that party will give the other parties prompt written notice, so that they may assert any exemptions from or defenses to disclosure that may be available.

12. MISCELLANEOUS PROVISIONS

- 12.1 Entire Agreement**. This Agreement and any other agreements referenced in it contain all the terms and conditions agreed on by the parties with respect to this Agreement's subject matter. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between Affiliates of University and Sponsor) with respect to other subject matter.
- 12.2 Modification**. This Agreement can be modified or changed only by a written instrument signed by authorized representatives of both parties.
- 12.3 Retained Rights**. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.
- 12.4 Insurance Obligations**. Each party will maintain sufficient insurance to adequately protect the other parties' respective interests and in accordance with good business practices customary in its business. Promptly after signing this Agreement, the Sponsor will deliver to the University a certificate of insurance for the Sponsor's current coverage. If coverage is not adequate, as determined solely by the University, Sponsor shall obtain, and provide evidence of sufficient coverage. Insurance carrier will provide 30 days written notice of cancellation or non-renewal, which notice will be provided in accordance with Notice provisions herein.
- 12.5 Indemnification**. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, suits, liabilities, costs and expenses related to a) material breach of this Agreement b) injury or death of any person, or the loss of or damage to any property. This indemnification shall not extend to natural disasters, circumstances beyond the control of either party, or negligent acts or omissions on the part of any the other party or affiliated persons or organizations.

CCNNE and PSU Education Sponsorship Agreement

12.6 **Release, Discharge, or Waiver.** A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by an authorized representative of that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

12.7 **Severability.** If any portion of this Agreement is severed -- that is, held indefinite, invalid, or otherwise unenforceable -- the rest of this Agreement continues in full force. But the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

12.8 **Assignment.**

12.8.1 **By University.** Because this Agreement is for rights unique to University, University may not assign any of University's rights or obligations without Sponsor's prior written consent. None of University's rights or obligations may be assigned by operation of law without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.

12.8.2 **By Sponsor.** Sponsor may assign all or part of Sponsor's rights and obligations under this Agreement to any licensed Coca-Cola bottler or subsidiary. Assignee shall be subject to all terms and conditions of this Agreement.

12.9 **Survival.** A party's obligations (if any) to observe confidentiality and to provide refunds and indemnification survive the expiration or termination of this Agreement in accordance with specific time periods noted herein.

12.10 **Notice.** Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

12.10.1 **Notice to Sponsor.**

The Coca-Cola Bottling Company of Northern New England, Inc.
One Executive Park Drive, Suite 330
Bedford, NH 03110
Attention: Susannah Smith
Fax: (603) 627-1166

Ticket Addressee: Susannah Smith

CCNNE and PSU Education Sponsorship Agreement

12.10.2 Notice to University.

Plymouth State University
Residential Life – MSC 42
17 High Street
Plymouth, NH 03264
Attention: Frank Cocchiarella
Fax: 603-535-2726

Plymouth State University
Purchasing and Contract Services – MSC 35
17 High Street
Plymouth, NH 03264
Attention: Heather L. Huckins
Fax: 603-535-2711

12.11 Counterparts. This Agreement may be executed in two or more counterparts.

12.12 Headings. All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to “days” in this Agreement mean calendar days, unless working days are expressly stated. All references to “including” mean “including without limitation”.

12.13 Exhibits. All exhibits are fully incorporated into this Agreement.

12.14 Governing Law. This Agreement is governed by and must be interpreted under New Hampshire law, without giving effect to any applicable conflict or choice-of-law provisions.

[Signature Page to Follow]

CCNNE and PSU Education Sponsorship Agreement

Plymouth State University

Dated: 3/27/09

By: Stephen J. Taksar

Stephen J. Taksar
Vice President for Finance and Administration

University System of New Hampshire

Dated: 4/1/09

By: Edward R. Mackay

Edward R. Mackay
Vice Chancellor

The Coca-Cola Bottling Company of
Northern New England, Inc.

Dated: 4-17-09

By: Lawrence Lordi

Lawrence Lordi
President

CCNNE and PSU Education Sponsorship Agreement

Exhibit A

Definitions

“Affiliate” means, as to any entity, any other entity which is controlled by, controls, or is under common control with that entity. The term “control” (including the terms “controlled”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

“Approved Cups” means disposable cups (20-oz., 32-oz. and 44-oz, minimum sizes) approved by **Company**. These cups must prominently bear the trademarks of Coca-Cola® or other **Sponsor Beverages** on 100% of the exterior cup surface. From time to time, **Company** may also approve non-disposable souvenir cups or other customized cups for use on Campus, provided that such cups prominently feature trademark(s) for Sponsor Beverages.

“Beverages” means all non-alcoholic beverages of any kind or form, and all beverage bases from which these can be prepared. “Beverages” does not include non-shelf stable milk or flavored milk, fresh brewed coffee and tea, and tap water.

“Blockage” means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. “Blocked” has a corresponding meaning.

“Sponsor Beverages” mean Beverages distributed or marketed under trademarks or brand names owned or controlled by or licensed for use to The Coca-Cola Company, or The Coca-Cola Bottling Company of Northern New England, Inc., as the case may be.

“Broadcaster” means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the Internet) any photograph, film, videotape, or other recording or rendering of all or part of the Campus, any Team game, or any other Campus event. “Broadcast” has a corresponding meaning.

“Coca-Cola Activation Fund” is defined as funds earmarked for, but not limited to, the purchase and funding of items and programs mutually deemed necessary and agreed upon by the University and Sponsor to promote the activation of Sponsor’s Beverages on Campus as well as to communicate Sponsor’s relationship with the University in the general market place. Items and programs that will receive funding, each year during the Term, and upon execution of this Agreement include, but are not limited to, the following:

CCNNE and PSU Education Sponsorship Agreement

Exhibit A – Definitions (continued)

1. University advertising (e.g.: print publications, bus wraps, electronic ads)
2. Special Events Product Donations:
 - A. New Student Orientations/Move-In Day
 - C. Coaches Clinics
 - D. University Ice Rinks Events
 - E. Miscellaneous Events
3. Marketing and Promotional Activities (e.g.: Cross-Marketing P.O.S. Materials, Customer Appreciation Week items, etc.)
4. POWERADE® Sideline Supplies (e.g.: coolers, towels, squeeze bottles, clip boards, etc.)
5. Sponsorship(s) of University Sanctioned Events
6. Product Sampling
7. Miscellaneous Items (e.g.: Trademarked give-aways, Silent Auction items, Door Prizes, University Organization give-aways, etc.)

“Campus” means all buildings and grounds owned, operated by, or under the control of the University during the term, whether currently existing or built or acquired during the term, including all branded or unbranded food service outlets, vending locations, athletic facilities (including press boxes, players’ benches and locker rooms), auditoriums, theatres, housing and medical facilities, and retail outlets.

“Competitive Product” means (1) any Beverage that is not a Company or Sponsor Beverage, and (2) any product -- whether or not a Beverage -- marketed under Beverage trademarks that are not Company trademarks, or any associated or related trademarks.

“Designations” means (1) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of Plymouth State University”; and (2) “Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of [Team name].”

“Mark” means -- with respect to any party -- any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party. Examples of University Marks include the Designations; the University’s name, logo and emblems; the Teams’ names, uniforms, logos and emblems.

“Team” means any intercollegiate athletic team associated with University.

CCNNE and PSU Education Sponsorship Agreement

Exhibit B

Product Pricing to University

Reference Contract section 3.1

The following prices shall remain in effect for January 1 through December 31, 2009.

FOUNTAIN BEVERAGES			
<u>Product Description</u>	<u>Package</u>	<u>Price Per Unit</u>	<u>Price per Package</u>
Core Soft Drink brands (Coke, Diet Coke, Sprite, Fanta orange, Vault, sweetened Nestea, Barq root beer, Minute Maid lemonade)	5.0 gallon bag-in-box	\$ █/gallon	\$ █
	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Unsweetened Tea (Nestea)	5.0 gallon bag-in-box	\$ █/gallon	\$ █
	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Premium Still Brands:			
Minute Maid			
Orange Juice	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Apple Juice	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Cranberry Juice	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Grape Juice	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Apple Berry	2.5 gallon bag-in-box	\$ █/gallon	\$ █
Kiwi Strawberry	2.5 gallon bag-in-box	\$ █/gallon	\$ █

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Exhibit B - Product Pricing to University (continued)

<u>CHILLED JUICE PRODUCTS</u>		
<u>Product Description</u>	<u>Package</u>	<u>Price</u>
Minute Maid Orange Juice - Country Style	8 - 64oz cartons	\$ [REDACTED]
Minute Maid Orange Juice - Original	6 - 96oz plastic bottle	\$ [REDACTED]
Minute Maid Orange Juice - Original	24 - 8oz plastic bottle	\$ [REDACTED]
Minute Maid Orange Juice - Original	12 - 16oz plastic bottle	\$ [REDACTED]
Minute Maid 100% Florida Orange Juice	48 - 10oz slimpack gabletop	\$ [REDACTED]
Minute Maid Juices	24 - 15.2oz (\$ [REDACTED] ea)	\$ [REDACTED]
Minute Maid Juices	24 - 10oz (\$ [REDACTED] ea)	\$ [REDACTED]
Minute Maid Lemonade (2-12pk)	24 - 16.9oz (\$ [REDACTED] ea)	\$ [REDACTED]
Campbells/V8	12 - 12oz (\$ [REDACTED] ea)	\$ [REDACTED]

<u>FROZEN CONCENTRATED JUICE PRODUCTS</u>		
<u>Product Description</u>	<u>Package</u>	<u>Price</u>
Minute Maid (MM) Orange Juice (OJ) – Original (5:1)	4 - 90oz	\$ [REDACTED]
MM Orange and Other Fruit Combinations (5:1)	4 - 90oz	\$ [REDACTED]
MM Orange Strawberry Banana (5:1)	4 - 90oz	\$ [REDACTED]
MM Apple Juice (6:1)	4 - 90oz	\$ [REDACTED]
MM Apple Juice Drink (5:1)	4 - 90oz	\$ [REDACTED]
MM Cranberry Juice (4.7:1)	4 - 90oz	\$ [REDACTED]
MM Grape Juice Beverage (5:1)	4 - 90oz	\$ [REDACTED]
MM Grapefruit Juice (5:1)	4 - 90oz	\$ [REDACTED]
MM Lemonade – Original or Country Time (6:1)	4 - 90oz	\$ [REDACTED]
MM Lemonade (7:1)	12 - 16oz	\$ [REDACTED]
MM Lemon Juice Reconstituted	12 - 30oz	\$ [REDACTED]
MM Raspberry Lemonade (5:1)	4 - 90oz packs	\$ [REDACTED]
Hi-C Fruit Punch (5:1)	4 - 90oz packs	\$ [REDACTED]
Hi-C Fruit Punch (3:1)	12 - 32oz	\$ [REDACTED]
Five Alive Citrus Beverage (5:1)	4 - 90oz packs	\$ [REDACTED]

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Exhibit B - Product Pricing to University (continued)

BOTTLE/CAN BEVERAGES			
Product Description	Package	Price Per Unit	Price per Package
Carbonated Soda (Coke, Diet Coke, Sprite, Fanta orange and grape, Vault, sweetened Nestea, Barq root beer, Fresca, Sunkist, Dr. Pepper, Canada Dry Ginger Ale, etc)	20oz bottles (24/cs)	\$ [REDACTED]	\$ [REDACTED]
	12oz cans – 6 or 12 pack	\$ [REDACTED]	\$ [REDACTED]
	8oz cans – 6 pack	\$ [REDACTED]	\$ [REDACTED]
	12oz PET – 8 pack (24/cs)	\$ [REDACTED]	\$ [REDACTED]
	1 litre (12/pk)	\$ [REDACTED]	\$ [REDACTED]
	2 litre (8/pk)	\$ [REDACTED]	\$ [REDACTED]
Dasani Water	20oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
Dasani Flavored Water	20oz – 24 pk	\$ [REDACTED]	\$ [REDACTED]
Dasani Enhanced Flavored Water	20oz – 12ct	\$ [REDACTED]	\$ [REDACTED]
Dasani Water	16.9oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
Dasani Flavored Water	16.9oz – 24 pk	\$ [REDACTED]	\$ [REDACTED]
Dasani Water	12oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
Dasani Water (All including flavored)	33.8oz/1 litre (All) – 12pk	\$ [REDACTED]	\$ [REDACTED]
Evian Water	16.9oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
	16.9oz – 4-6pk	\$ [REDACTED] /pk	\$ [REDACTED]
	33.8oz – 12pk	\$ [REDACTED]	\$ [REDACTED]
	33.8oz – 2-6pk	\$ [REDACTED] /pk	\$ [REDACTED]
Glaceau Smart Water	20oz – loose (24pk)	\$ [REDACTED]	\$ [REDACTED]
	20oz – 4-6pk	\$ [REDACTED] /pk	\$ [REDACTED]
	25.3oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
	1 litre – 12pk	\$ [REDACTED]	\$ [REDACTED]
	1.5 litre – 12pk	\$ [REDACTED]	\$ [REDACTED]
	700ml – 24pk	\$ [REDACTED]	\$ [REDACTED]
Glaceau Flavored Beverages	20oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
	12oz/4pk – 24units	\$ [REDACTED]	\$ [REDACTED]
	32oz – 15pk	\$ [REDACTED]	\$ [REDACTED]

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Exhibit B - Product Pricing to University (continued)

BOTTLE/CAN BEVERAGES (continued)			
Product Description	Package	Price Per Unit	Price per Package
Powerade Sports Drink	20oz – 24pk (or 8-pks)	\$ [REDACTED]	\$ [REDACTED]
	12oz/10pk – 30pk	\$ [REDACTED]	\$ [REDACTED]
	32oz – 15pk	\$ [REDACTED]	\$ [REDACTED]
Fuze	12oz PET – 24pk	\$ [REDACTED]	\$ [REDACTED]
	18oz – 12pk	\$ [REDACTED]	\$ [REDACTED]
	18.5oz – 12pk	\$ [REDACTED]	\$ [REDACTED]
Rock Star	16oz – 24pk (or 6-4pkcs)	\$ [REDACTED]	\$ [REDACTED]
	15oz – 24pk ("Roasted" items)	\$ [REDACTED]	\$ [REDACTED]
Full Throttle	16oz – 24pk (or 6-4pkcs)	\$ [REDACTED]	\$ [REDACTED]
NOS	16oz – 24pk (or 6-4pkcs)	\$ [REDACTED]	\$ [REDACTED]
Moxie	16oz – 24pk	\$ [REDACTED]	\$ [REDACTED]
Nesquik Flavored Milk Drink	16oz – 12pk	\$ [REDACTED]	\$ [REDACTED]
Gold Peak Tea	16.9oz – 12pk	\$ [REDACTED]	\$ [REDACTED]

Pricing is Coca-Cola National Pricing negotiated directly with Sodexo Inc. and effective on or about January 1 of each year. Annual price changes passed on to Sodexo at the University will be no greater than those passed on to any other Sodexo account in the Sponsor's Coca-Cola territory. Sponsor further commits that Sodexo pricing will be competitive with other food service operators of similar type in the marketplace. The University shall be notified of price increases in writing prior to implementation.

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Exhibit C

Beverage Equipment Type and Location

Location	COOLERS					FOUNTAIN		
	1-Door	2-Door	3-Door	FLM	Glass Front	Stack	8 valve Combo	6 Valve Electric
Fountain and Coolers								
Prospect - Basement		3						
Prospect - Fast Takes	1	1						
Prospect - Dining							4	4
Hartman Union (HUB) - Snack Bar	2	4		1			1	
HUB - Café	2							
Langdon Woods	1							
Library	1							
University Bookstore			1	1				
Physical Education Center (PE Center)		1		2				
<u>Vending</u>								
Belknap					1			
Mary Lyon					1			
Blair						2		
Pemigewasset (Pemi)					1			
Grafton					1			
Smith					1			
Boyd					1			
PE Center					1			
Hyde 1st Floor					1			
Hyde 3rd Floor					1			
HUB-Fireplace Lounge					1			
Lamson Library					1			
D & M					1			
Rounds						1		
Hyde 2nd Floor						1		
Centre Lodge						1		
Speare						1		
Silver Center for the Arts						1		
Samuel Read Hall (Hall)					1			
Langdon Woods					1			
Highland Hall						1		
Total	7	9	1	4	14	8	5	4

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Exhibit D

Signage, Advertising, and Tickets

1. Signage. [7.3]

(A) **Locations.** Sponsor will receive signage in the following venues on Campus:

- (1) Logo exposure on existing and future scoreboards at athletic fields and facilities located on campus, the specific locations and designs to be agreed upon by Sponsor and University, to be provided and installed at no cost to University.
- (2) One (1) dasher board advertisement at the hockey arena when completed.
- (3) All other signage to be mutually agreed upon as athletic facilities are built.

(B) **Appearance.** Sponsor and University will work together to specify the size, advertising message and graphics for signage. All other aspects of the design, construction, and general appearance of the signage must meet Sponsor's reasonable specifications.

(C) **No Obstruction of Signage.**

- (1) Sponsor's signage on Campus must not be Blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. But University may cover Sponsor's signage to the extent expressly required by the constitution and by-laws of the National Collegiate Athletic Association ("NCAA") during NCAA championship events so long as signage for all other University sponsors is also covered.
- (2) To protect Sponsor's rights in (C)(1), University will cause third parties to agree to comply with (C)(1) in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus.

(D) **Illuminated Signage.** University will supply the required electricity for all lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated, excepting electrical malfunctions and other issues beyond the University's control.

(E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it. Access shall be coordinated with an authorized University representative.

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Exhibit D - Signage, Advertising, and Tickets (continued)

2. Print Advertising. [7.4]

- (A) Sponsor will receive one full-page four-color ad in each Team game program printed and in all other event programs. Other print advertising to be negotiated and agreed to by Sponsor and an authorized representative of the University Athletic Department.
- (B) Sponsor will provide mechanicals consistent with University's technical requirements for advertising. Sponsor will provide these mechanicals before University's deadlines, but University must give Sponsor reasonable notice before each deadline. If Sponsor has not provided the mechanicals before a deadline, then University may print advertising previously provided by Sponsor. All of Sponsor's advertising must be printed according to Sponsor's reasonable specifications, but the content must be reasonably acceptable to University and must conform to the general look and feel of each publication.

3. Tickets and Hospitality Rights. [7.6]

- (A) University will provide Sponsor with the following tickets free of charge, during each year of the Agreement:
 - (1) 12 tickets to all basketball home games
 - (2) 12 tickets to all football home games
 - (3) 12 tickets to all hockey home games